

Request for Proposal

742-8970

CAFETERIA CONCESSION SERVICES

**Opens: 11/24/03
2:00 p.m.**



City of Fort Lauderdale

***Issued for the Police Department
By the Procurement & Materials Management Division***

***Richard Ewell, CPPB
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Visit us on the web at www.ci.fort-lauderdale.fl.us/purchasing

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REQUEST FOR PROPOSALS
RFP NO. 742-8970

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide cafeteria food services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact Procurement Specialist Richard Ewell at (954) 828-5138. For information concerning the technical specifications or scope of services, contact Comm. Hank Marsh at (954) 828-5741. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301, attn: Richard Ewell. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5650 attn: Richard Ewell. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours at other times might not be available.

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

It is strongly suggested that all proposers attend the pre-proposal conference and site visit.

04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one agency similar in size and complexity to the City of Fort Lauderdale.

PART II - RFP SCHEDULE

| | |
|--|----------|
| Release RFP | 10/27/03 |
| Pre Proposal Conference, 1350 W. Broward Blvd. Fort Lauderdale, FL. 1:00 PM | 11/6/03 |
| Last Date for Receipt of Questions of a Material Nature | 11/10/03 |
| Addendum Release (If required) | 11/11/03 |
| PROPOSAL DUE (Prior to 2:00 PM) | 11/24/03 |

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/01 (GC) are included and made a part of this RFP as Attachment A.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

04. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

07. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

08. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Police Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless

such work would not be considered reasonable or become an undue burden to the Contractor.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

15. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

16. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

17. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. INSURANCE

At all times during the term hereof, Contractor shall maintain in full force and effect the following described insurance covering the Premises and Contractor's improvements and operations thereon:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation - Statutory
Employer's Liability \$100,000

Comprehensive General Liability Insurance including Products

Limits: Combined single Limit Bodily Injury/Property Damage - \$1,000,000

Automobile Liability Insurance

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence

The City shall be named as an additional insured. Original Certificates of Insurance must be

submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

19. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

20. CONFORMITY TO LAW:

Contractor shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and Municipal authorities pertaining to the Premises and Contractor's operations thereon.

Contractor covenants and agrees that there will be no discrimination as to race, color, creed or national origin in the use of the demised Premises.

21. TAXES AND PERMITS

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

22. SUBCONTRACTING

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

23. TORT IMMUNITY

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

24. INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

25. RECORDS, ACCOUNTS AND STATEMENTS

Contractor shall keep on the Premises, or such other place within Dade, Palm Beach or Broward County, Florida approved by City, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the Premises and shall give City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's gross receipts pursuant to generally accepted auditing standards.

Within fifteen (15) days after each month of the term hereof, Contractor shall deliver to City a written monthly statement of the daily gross receipts for such month certified by Contractor to be true, accurate and complete, including daily register tapes.

Cash Registers must be used in all operations at which cash and payments are received for the proper control and accounting of revenue. Daily cash register tapes must be saved and available for the City to compare with the monthly statements.

26. DAMAGE TO PUBLIC/PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

27. CERTIFICATION BY BROWARD COUNTY, FLORIDA

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

28. SUBLEASE AND ASSIGNMENT:

Contractor shall not sublease the Premises or any part thereof nor enter into any concession agreement, nor assign this agreement or any portion thereof to any other person or firm without first obtaining the prior written approval of the City. The City reserves the right to reject any such request in it's best interest and without penalty.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale is seeking a vendor to provide food services for two sections of the Police compound. Section I is the Police cafeteria, Section II is the Police Jail facility.

Location & Hours of Operation: The Police Cafeteria is located on the second floor of the Fort Lauderdale Police Department, 1300 W. Broward Blvd., Fort Lauderdale, FL. This cafeteria serves the needs of the employees of the Police Department and related City facilities. The cafeteria must be open to supply the needs of the employees from 7:00AM to 2:00PM Mondays through Fridays, City holidays excepted.

PRIMARY CONCERNS:

- 1). **Condition of Facilities and Food:** The Facilities, equipment, property and food shall at all times be neat, clean, sanitary and in first-class condition and of the highest quality available. The Contractor shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services in the food service areas assigned to the Contractor.
- 2). **Employees:** All Contractors employees shall at all times be well groomed, properly attired, neat, clean and courteous. Contractors employees shall be required to submit to background checks.
- 3). **Prices:** Contractor shall not at any time during the term of this agreement, including any option term, charge more than the maximum prices as proposed, unless the Contractor has received prior written approval from the City.

02. FUNCTIONAL REQUIREMENTS

The contractor will be responsible for furnishing and/or performing the following:

- a). Provide nutritionally balanced, well prepared and tasteful meals. No deep fryer or fried food will be allowed without prior approval of the City.
- b). Provide professional services that will assure the quality and acceptance of all meals prepared and served.
- c). Provide all raw food required to prepare all meals.
- d). All contract personnel (salaries, hourly labor, and fringe benefits.
- e). All supplies, equipment and appliances (other than large fixed equipment which will be provided by the City.
- f). Expertise, management, staff, purchasing structure for food and other required supplies, and preparation skills for the consistent and timely service of meals.
- g). Provide all supplies such as china,(if required), utensils, glassware, or plastic ware, pots, pans, condiments, etc. as needed for the preparations and service of meals.

- h). Contractor will at all times maintain an adequate staff to provide competent, experienced management on a full time basis. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel.
- i). Informing the Officer In Charge (OIC) of any equipment failures, or loss of materials, or any other condition that will affect the preparation and service of meals.
- j). All maintenance and repair of equipment, to the satisfaction of the City, whether such equipment belongs to the Contractor or has been provided to the Contractor by the City for the cafeteria food service. At the end of the contract, the Contractor shall return all City provided equipment in the same condition as provided, normal wear and tear excepted.
- k). In the event that any City Provided Equipment cannot be satisfactorily repaired, the cost of repairs exceed normal industry guidelines, or the Contractor believes that a breakdown is imminent, the Contractor shall immediately notify the City. If the City, after inspecting the equipment, agrees that repairs are not in order, the City Shall at its cost and expense replace or assume responsibility for the repair of the equipment, at it's sole option.

The City may, after examination, refuse to repair or replace the equipment if the requests are not fully justified. In the event the City does not wish to repair or replace the equipment and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

03. EMERGENCY OPERATIONS

The Contractor will be responsible for stocking or having available a seven day emergency food supply for 700 Police Officers and Civilian Staff. This will be available during hurricane season. Three meals per day should be planned, bagged lunches for patrol and other civilian workers. One hot meal should be served in the evening. Pricing will be a fixed amount, reviewed by the committee based on product and prior agreement with the Contractor. Staffing and all related supplies, paper cups, plates, bags, sandwich bags will be the responsibility of the Contractor. The Contractor will present a written menu by June 1 of each year. The supplies must be available through December 31 of each year.

Suggested Menus:

Breakfast: Danish or other pastry
Juice & Coffee

Lunch: Turkey sandwich
Chips or cookie
Ice tea or soft drink

Dinner: Chicken patties with rice and gravy
Coffee or soft drink
Soup or dessert

04. The City will be responsible for:

- a). Providing building space(s), equipment, and all utilities with the exception that the Contractor shall be responsible for any long distance toll phone calls.

At the time of contract commencement an inventory of City provided equipment will be made jointly by the City and Contractor and the contract will be based upon this subsequent inventory.

- b). Repairs and maintenance of building space(s) and replacement of equipment as provided for in this RFP.
- c). Provide trash containers and trash removal.
- d). Provide pest control service in the cafeteria and cafeteria food service areas.

05. GROSS RECEIPTS REPORT/CASH REGISTERS

Contractor shall provide to the City by the 15th of each month a Gross Receipts Report for the immediately previous month. This report shall list for each day the total gross receipts from the daily cash register tape, any earnings from vending machines and provide a monthly total.

The Contractor shall use point of sale machines which shall display the amount charged the customer in a manner which is clearly visible to the customer, shall record, on a tape inside the register, each sale and the accumulated sales (total) for each day. Cash register tapes must be maintained, in an acceptable, organized manner, and made available to the City upon demand during the entire term of the agreement.

06 RULES, REGULATIONS AND REPORTS

The City reserves the right to prescribe any additional rules, regulations and reports concerning the sale of all commodities in the cafeteria. Contractor agrees to abide by any reasonable rules, regulations or reports that the City requires.

07. PRICES CHARGED AND PRICE ADJUSTMENTS

The prices currently charged shall remain in effect for the first six (6) months of the contract. Prices for new items and adjustments to current prices shall require prior approval of the Police Department Contract Administrator or designee. Such approval shall not be unreasonably delayed or denied if the recommended prices are competitive with, and consistent with prices charged at similar locations in Dade, Broward, and Palm Beach counties.

The City may, after examination, refuse to accept the adjusted or new prices if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving sixty (60) days notice to the Contractor.

08. CONCESSION FEE:

(1) Minimum Monthly Concession fee:

The minimum concession fee the City will accept for this contract will be as stated on the cost proposal page of this Request for Proposal.

(2) Concession Fee Commencement Date:

Concession fee shall commence on the first day of the calendar month following the date of final execution of the agreement by the City.

(3) Sales and Use Tax:

It is also understood that the applicable Florida State Sales and Use Tax shall be paid directly to the State by the Contractor. The City is to receive the concession fee amount as net, free and clear of all costs and charges arising from, or relating to, said demised premises.

(4) Penalty for Late Payment:

In the event Contractor fails to pay any payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of \$50.00, and interest at the highest rate allowed by law until the payment is brought up to date.

(5) Performance Bond, Irrevocable Letter of Credit:

The Contractor will execute and deliver to the City, within thirty (30) days of execution of the Agreement a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount equal to 25% of the minimum annual concession fee as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida.

Acknowledgement and agreement is given by both parties that the amount herein above set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

09. MANNER OF OPERATION

(1) Contractor shall keep the concession facility reasonably stocked and reasonably staffed to serve the patrons thereof, and Contractor shall maintain a standard of quality of food and beverage at least equal to similar operations in the Premises at reasonably comparable prices.

(2) The concession shall be open whenever league play, tournaments or other games are scheduled. Expanded hours are permissible with the prior approval of the Director.

Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

10. CITY FACILITY AND EQUIPMENT MAINTENANCE AND REPAIRS:

During the term hereof, Contractor, at Contractor's expense, shall, to the satisfaction of the City, keep and maintain the Premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Palm Beach and Broward County Premises. Upon expiration or termination hereof, Contractor shall surrender and deliver up to City the Premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear excepted.

11. CONTRACTOR EQUIPMENT MAINTENANCE AND REPAIRS

All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.

12. CONDITION OF PREMISES

Contractor shall, at its expense, maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators. The Contractor shall deposit all such trash, litter and debris in the containers provided by the City for pickup at locations to be determined by the City.

13. STANDARDS OF CONDUCT

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the Premises.

14. SIGNS:

No signs whatsoever, including advertising signs, shall be erected or permitted upon the Premises until they have first been approved by the City.

15. UTILITIES:

The City shall provide for water, sewer, electricity, trash, rubbish and garbage removal services at its sole cost. Contractor shall be responsible for all other charges for utilities or any other services which may be furnished to the Premises during the term hereof.

16. AUTHORITY OF POLICE DEPARTMENT

Use by the Contractor of the Premises shall be coordinated with the Police Contract

Administrator. The Administrator shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Administrator's opinion, such may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. In the event the Administrator so suspends activities for a period of 45 or more consecutive days, the Contractor shall have the right to cancel the agreement. All references in the agreement to the Administrator shall mean and include any designee of the Administrator.

17. INSPECTION

For the purpose of inspection, City reserves the right to enter upon any part of the Premises at any time during the period the business is to be open under the terms of this contract.

18. ATTORNEYS FEES:

Contractor agrees to pay the cost of collection and reasonable attorneys fees on any part of said rental that may be collected by suit or by attorney after the same is past due.

19. WAIVER:

No waiver by City at anytime of any of the terms or conditions of the contract shall be deemed a waiver at any time thereafter of the same or any other terms or conditions hereof.

20. THE CONTRACTOR IS RESPONSIBLE TO:

Obtain all licenses and permits required in their name and at their cost prior to starting operations.

Pay any and all taxes required directly to the Federal, State, and local authorities.

Provide permanent menu boards showing items offered, portion, etc.

Cleanup and maintain the concession area.

Vend all drinks in covered containers, where applicable.

Obey all health and safety rules.

Present all products in a pleasing and attractive manner.

Make all items readily accessible to the public.

Provide highest quality standard of product and presentation.

Not operate off-site functions from the facilities or remove equipment except to other facilities owned by the City, unless equipment is solely owned by the concessionaire.

Require all employees to be attired in a standard uniform of the concessionaires choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the Police Contract Administrator or his designee.

21. DEFAULT:

In the event the Concessionaire defaults in the performance of the contract, the City shall have the following options:

A. The Contract Administrator shall give the Concessionaire a thirty (30) day written notice of default. If the problem is not solved within the thirty days the City may be terminate the contract upon forty-eight (48) hours written notice, assume the operation of said concession and exclude the concessionaire from the premises and:

B. City may retain any of concessionaires money in its possession and any of the concessionaires property on the premises and apply same to payment of any and all claims which may be due to the City and/or:

C. City may recover at law any and all claims which may be due City and/or:

D. City may perform such work as it deems necessary to cure said default and charge concessionaire for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead, and/or:

E. City may recover damages from forfeited amount of concessionaires performance bond.

The acceptance of all or part of monies due for any period after a default shall not be deemed a waiver of any of these options, not a waiver of the default of subsequent default of the same of any other term, covenant and condition.

The concessionaire, in accepting an agreement, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the concessionaire in default hereunder.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Experience, qualifications, and past performance of the proposer including principals or persons proposed for the concession, organization, quality of any proposed improvements and financial resources.

Maximum points available are 40.

2. Annual concession fee proposed and value of any proposed improvements.

Maximum points available are 60.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It will be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages - Signature Page

Part I Proposal Pages - Cost Information

Part II Proposal Pages - Technical Information

Part III Questionnaire

Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed)_____Title:

Company: (Legal Registered)

Address:

City_____State:_____Zip

Telephone No._____ FAX No. _____

Signature:_____Date:

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? _____ MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|
|---------------------|--------------------|

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PROPOSAL PAGES PART I COST INFORMATION

Proposer proposes to pay to the City the following if awarded the contract:

Annual concession fee of \$_____

If applicable, list below any improvements you propose to introduce during the first three (3) months of the initial contract term. Improvements can be directed towards increasing sales and revenue to the City or to further satisfy your patrons. List below each proposed improvement and the cost to provide it.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

PROPOSAL PAGES PART II TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

1. Understanding of the City's needs for cafeteria concession services and your overall approach to those needs, including monitoring and supervising assigned staff. Specifically, comment on what type of management controls, supervisory inspections you utilize to monitor the actions and services administered by your staff. Also include a proposed transition plan as if your company was awarded the contract
2. Provide your operating plans for the cafeteria including number of personnel assigned during off and peak hours, daily hours, menu variations, availability of special service of food and drinks to meetings within the Police Department, etc.

Include: your food purchase specifications (if any); Your quality control program; audit procedures; Any special menus (holiday, religious, dietary, etc); Sanitation procedures; Emergency plans and any other plans/procedures you feel may augment you submittal, in this section.

3. Menu: Provide a sample one month menu. Menus are to give the evaluation committee a good idea of the variety of proposed specials, quality of product offered, selections and maximum prices. Selections should meet accepted standards as contained in the RFP specifications.
4. Professional Licenses and Certificates - Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to: Occupational, State and local, registrations, safety certificates, etc. including State of Florida-Department of Business Regulation and Broward County Permit to Operate. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.
5. Company Profile - Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers.

Address the following questions:

1. Is foodservice your primary business
2. What percentage of your annual volume is the result of operating manual food service facilities?
3. What is your gross yearly volume from manual food services?
4. How many continuous years has your organization been established in manual food service?

6. Staff - Give a complete list of the staff that will have direct responsibility for the operations at our facility. Indicate their responsibilities under this contract. Include their experience. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:
1. Formal level of education
 2. Relative Supplemental education
 3. Membership in various relevant national, state and local associations
 4. Professional recognition, awards, etc.
 5. Experience in providing food services (number of years).

PROPOSAL PAGES PART III QUESTIONNAIRE

1. References – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with municipalities of similar size and exposures as the City of Fort Lauderdale. Include dates services were initiated and terminated.
2. List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:
3. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
 - b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.
4. How many days after notification of award can you start operations?
_____ days.

Attach a Balance Sheet and Statement of Profit and Loss of the proposing firm from the preceding calendar or fiscal year, certified by either an appropriate Corporate Officer, or an independent Certified Public Accountant. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement. If the proposing firm is a newly formed corporate entity, the City may require a personal guarantee of performance by principals or stockholders.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 742-8970 Cafeteria Concession Services

OPENS 11/24/03

8970 Cafeteria

ATTACHMENT "A"

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that

the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may

arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.